

# Contract Agreement

THIS AGREEMENT, made on the MAR 16 2023 between the **Provincial Government of Isabela** with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

**Toyota Isabela, Inc.**, represented by **Mr. King Richard E. Masa**, Authorized Representative, with office address at Km. 321 Maharlika Highway, Malapat, Cordon, Isabela.

WHEREAS, the Entity has invited the Bidder for the **Supply and Delivery of One (1) Unit Brand New Passenger Van, 2800cc, A/T, Diesel, 4 Cylinder, 2 Tone with 3 Years LTO Registration** for the Province of Isabela (hereinafter called "the Goods") for which the entity accepted the Bid amounting to **Two Million Eight Hundred Eighty Four Thousand Pesos & 00/100 (P2,884,000.00)** of the Supplier for the provision and completion of such goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Schedule of Requirements;
  - (c) Technical Specifications;
  - (d) Invitation to Apply for Eligibility and to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental Bid Bulletins, if any;
  - (h) Bid form and Price Schedule, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's Conforme thereto;

(1) Other contract documents that may be required by existing laws and/or the Entity. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and to remedy defects therein in conformity with the provisions of this Contract in all respects.

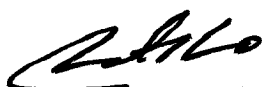
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

**IN WITNESS WHEREOF**, the parties herewith have caused this Agreement to be executed in the day and year first above written.


**PROVINCE OF ISABELA**  
Provincial Local Government Unit

and **TOYOTA ISABELA, INC.**  
Supplier

By:


  
**RODOLFO T. ALBANO III**  
Provincial Governor

By:

  
**MR. KING RICHARD E. MASA**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

  
**ATTY. JOHN RYAN P. TORIO**  
Provincial Legal Officer

  
**RODRIGO T. SAWIT**  
Provincial General Services Officer


**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
Province of Isabela ) S.S.  
City of Ilagan )

**BEFORE ME**, this MAR 16 2023 day of \_\_\_\_\_, 2022 at \_\_\_\_\_, Philippines personally appeared **HONORABLE GOVERNOR RODOLFO T. ALBANO III** with Community Tax Certificate No. 03738147, issued at Cabagan, Isabela, on January 11, 2023 and **MR. KING RICHARD E. MASA**, of Km. 321 Maharlika Highway, Malapat, Cordon, Isabela with Community Tax Certificate No. 07220683, issued at Santiago City, Isabela on January 23, 2023 and known to me to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their free and voluntary acts and deeds and of the entities they represent.

**WITNESS MY HAND AND NOTARIAL SEAL.**

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**ATTY. JENNY FLORE T. MANANTAN**  
Notary Public  
Until July 1, 2024  
IBP Membership O.R. No. 262272/01-03-2023  
Roll of Attorneys No. 00167  
PTR No. PGI 15501808/1-03-2023  
MCI E No. VII-0014128